

SETTLEMENT AND LEASE TERMINATION AGREEMENT

This Termination of Lease Agreement “Agreement” is entered into by and between Landlord, 800 Hillgrove LLC (“Landlord”) and Tenant, Cynthia R. Satko D.D.S. LTD. (“Tenants”).

WITNESSETH, Landlord and Tenants are parties to that certain Lease dated March 1, 2007 (“Lease”) regarding the property commonly known as 800 Hillgrove Avenue, Second Floor, Western Springs IL 60558 (“Leased Premises”); and

WHEREAS, the original lease termination date is five (5) years from the date of commencement; and

WHEREAS, Landlord and Tenant extended the term of the Lease from time-to-time; and

WHEREAS, Landlord and Tenant last executed and Amendment To Lease Agreement on April 4, 2023, extending the term of the Lease through September 30, 2025; and

WHEREAS, on or about [DATE] Tenant filed a petition for bankruptcy pursuant to Chapter 7 of the United States bankruptcy code, referenced as “23-17471, Cynthia R. Satko, D.D.S., in the Northern District of Illinois; and

WHEREAS, Tenant has ceased operations and is liquidating its operations; and

WHEREAS, Landlord and Tenant wish to terminate the Lease; and

WHEREAS, the Trustee assigned to the bankruptcy petition, Justin Storer, has no objection to termination of the Lease; and

WHEREAS, the parties now desire to provide for the termination of the Lease, and the return of the Leased Premises to Landlord, prior to the expiration of the Original Termination Date of the Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **TERMINATION.** The parties agree that in lieu of the Original Termination Date of September 30, 2024, the Lease shall now immediately and upon the later of the last execution date of all signatories (“New Termination Date”). By executing this agreement, Tenant avers and represents it has quit the Leased Premises and has surrendered the Leased Premises to Landlord. Tenant shall also return to Landlord all keys, passcards, and other similar items provided to Tenants by Landlord in connection with the Leased Premises which may still be in Tenant’s possession. Tenant agrees that all of Tenants’ personal property has been removed from the Leased Premises and Landlord may dispose of any and all such property which remains in the Leased Premises on the New Termination Date AND Tenant waives and releases all rights it has under the lease. Trustee agrees and waives any all claims as to any property left in the Leased Premises.

2. **RELEASE OF PERSONAL GUARANTY.** Upon execution by all parties, Landlord agrees to release Cynthia Satko, individually, from the personal guaranty executed by her as part of the Lease of the parties.

2. **BINDING UPON HEIRS.** This Agreement shall be for the benefit of, and shall be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

3. **FINAL AGREEMENT.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.

4. **COUNTERPART.** This Agreement may be executed in counterpart and delivered by facsimile, first class mail, overnight courier, or email with proof of delivery with signature by DocuSign being acceptable if utilized.

5. **ATTORNEY FEES.** If any legal action is commenced to enforce or interpret the terms of this Termination of Lease Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any relief to which the prevailing party may be entitled.

IN WITNESS THEREOF, the parties herein have caused this Agreement to be executed as of this _____ day of _____, 2024.

LANDLORD:

Date:
800 Hillgrove LLC
By Its Manager

TENANTS:

Date:
Cynthia R. Satko D.D.S. LTD
By Its:

TRUSTEE:

Date:
JustinUpon agre Storer